

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 63
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-06-R-0199		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2006NOV30	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-M ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2007JAN02 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> KAREN GATTON-ZARN <b>E-mail address:</b> KAREN.S.GATTONZARN@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-2149
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**11. Table Of Contents**

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	34
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	7	X	J	List of Attachments	44
X	D	Packaging and Marking	13	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	15	X	K	Representations, Certifications, and Other Statements of Offerors	45
X	F	Deliveries or Performance	23				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	50
X	H	Special Contract Requirements	27	X	M	Evaluation Factors for Award	60

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
<b>Code</b>			<b>Code</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 63
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005
<p>Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>.</p>			

(End of narrative)

(AS7002)

A-2	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
<p>(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.</p>			
<p>(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:</p>			
<p><a href="http://www.savi.com/downloads/JMBL/index.html">http://www.savi.com/downloads/JMBL/index.html</a></p>			
<p>(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.</p>			
<p>(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.</p>			

(End of narrative)

(AS7003)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
<p>(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.</p>			
<p>(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).</p>			
<p>(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <a href="http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm">http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm</a>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.</p>			
<p>(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).</p>			

(End of narrative)

(AS7001)

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-06-R-0199      <b>MOD/AMD</b></p>	<p><b>Page</b> 3 <b>of</b> 63</p>
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**Name of Offeror or Contractor:**

ITEM: M142 FIRING DEVICE  
NSN: 1375-01-040-1526/ML03

1. THIS PROCUREMENT IS FOR THE M142 FIRING DEVICE, NSN: 1375-01-040-1526/ML03, PART NUMBER: 9296865. THIS SOLICITATION WILL RESULT IN A FIRM FIXED PRICE, 5 YEAR IDIQ CONTRACT. FIRST ARTICLE TESTING IS REQUIRED UNLESS WAIVED BY THE GOVERNMENT AND SHIPMENTS WILL BE MADE ON AN FOB ORIGIN BASIS.

2. THE GOVERNMENT DOES NOT GUARANTEE QUANTITY IN ANY YEAR OF THE CONTRACT PERIOD. THE MINIMUM QUANTITY OF 10,000 EACH IS THE ONLY GUARANTEED MINIMUM QUANTITY TO BE ISSUED UNDER THIS IDIQ PROCURMENT AND REPRESENTS THE MINIMUM QUANTITY AS DEFINED BY, AND REFERENCED IN FAR 16.504 AND FAR 52.216-11, AND OTHER CLAUSES CONTAINED WITHIN THIS SOLICITATION DOCUMENT EITHER IN FULL TEXT OR BY REFERENCE. THIS GUARANTEED MINIMUM QUANTITY WILL BE ISSUED IN DELIVERY ORDER 0001, NEAR THE TIME OF AWARD OF THE IDIQ CONTRACT. ALL OTHER QUANTITIES REPRESENTED ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY. AN AWARD UNDER THIS SOLICITATION IN NO WAY OLIGATES THE THE GOVERNMENT TO PLACE ANY ADDITIONAL ORDERS, BEYOND THE GUARANTEED MINIMUM QUANTITY.

THE MINIMUM AND MAXIMUM ESTIMATED QUANTITY ORDERING RANGES, AS SHOWN ON THE PRICING MATRIX AT ATTACHMENT 0001, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE ISSUED BY THE GOVERNMENT. ALSO, SEE ORDER LIMITATIONS FAR 52.216-19, (CLAUSE IF6089).

THE ORDERING PERIOD AND ESTIMATED TOTAL QUANTITIES BY ORDERING PERIOD ARE AS FOLLOWS:

ORDERING PERIOD 1	DATE OF AWARD	31 DEC 2007
ORDERING PERIOD 2	1 JAN 2008	31 DEC 2008
ORDERING PERIOD 3	1 JAN 2009	31 DEC 2009
ORDERING PERIOD 4	1 JAN 2010	31 DEC 2010
ORDERING PERIOD 5	1 JAN 2011	31 DEC 2011

ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES AT THE UNIT PRICE CORRESPONDING TO THE ORDERING PERIOD. THE FIRST ARTICLE QUANTITIES WILL BE DUE 300 DAYS AFTER ISSUANCE OF DELIVERY ORDER 0001. THE MONTHLY PRODUCTION RATE TO BE DELIVERED IN A 12 MONTH PERIOD WILL COMMENCE 90 DAYS AFTER FIRST ARTICLE APPROVAL. AT THE END OF EACH CALENDAR YEAR, ALL DELIVERY ORDERS AWARDED DURING THAT CALENDAR YEAR WILL BE MODIFIED TO REFLECT THE APPROPRIATE RANGE PRICE ASSOCIATED THAT THAT YEARS TOTAL (CUMULATIVE) PRODUCTION QUANTITY, AND THE TOTAL CONTRACT AMOUNT WILL BE ADJUSTED ACCORDINGLY.

3. THE SOLICITATION WILL INCLUDE RANGE PRICING AS SET FOR IN ATTACHMENT 001. PRICING TEMPLATES (ATTACHEMENT 001) WILL BE REQUIRED IN LIEU OF SECTION B PRICING.

4. OFFERORS ARE ADVISED THAT AWARD WILL BE BASED UPON A BEST VALUE EVALUATION. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS FOR PROPOSAL PREPARATION" AND SECTION M "EVALUATION FACTORS FOR AWARD". THIS ACQUISITION WILL BE AWARDED BASED ON EVALUATION OF THE OFFEROR'S PROPOSAL, FACTORS AND SUBFACTORS LISTED IN SECTION M OF THE REQUEST FOR PROPOSAL (RFP). AWARD WILL BE MADE TO THE OFFEROR WHOSE PROPOSAL IS DETERMINED TO OFFER THE BEST VALUE TO THE GOVERNMENT BASED ON THE CITED CRITERIA; THEREFORE, AWARD MAY BE MADE TO OTHER THAN THE LOW OFFEROR. OFFERORS SHOULD ALSO TAKE SPECIAL NOTICE OF THE PROVISIION AT FEDERAL ACQUISITION REGULATION (FAR) 52.215-1, INSTRUCTION TO OFFERORS - COMPETITIVE ACQUISITION". THE GOVERNMENT INTENDS TO AWARD A CONTRACT RESULTING FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATION DESCRIBED IN FAR 15.306(A)). INITIAL PROPOSALS SHALL CONTAIN THE OFFEROR'S BEST TERMS. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURRING CONTRACTING OFFICER (PCO).

5. THE PROCUREMENT APPROACH IS A SMALL BUSINESS SET ASIDE. PRIMER PERCUSSION M42 AND EXPLOSIVE CONTENT PA-101 WILL BE OBTAINED FROM SOURCES WITHIN THE NTIB.

6. IN ACCORDANCE WITH CLAUSE "REQUIRED CENTRAL CONTRACTOR REGISTRATION", 252.204-7004, FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE MAY MAKE AN OFFEROR INELIGIBLE FOR AWARD.

7. YOUR ATTENTION IS DIRECTED TO CLAUSE LS7003 FOR HAND-CARRIED DELIVERY OF YOUR RFP. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSALS ARE COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICICTATION.

8. CLAUSES REFERRING TO COST OR PRICING DATA ARE NOT APPLICABLE TO THIS SOLICITATION UNLESS IT IS DETERMINED BY THE PCO THAT IT WILL BE NECESSARY TO ENTER INTO NEGOTIATION.

9. THE TECHNICAL DATA PACKAGE IS CLASSIFIED AS DISTRIBUTION D, LIMITED DISTRIBUTION, IN ACCORDANCE WITH DOD 5230-24. TO OBTAIN TDP/CD ROM FOR THIS SOLICITATION, REQUESTER MUST FURNISH THE CONTRACT SPECIALIST, JANET BATSON, AT janet.batson@us.army.mil A COPY OF THE REQUESTERS CERTIFIED REGISTRATION FORM, DD FORM 2345, MILITARY CRITICAL TECHNICAL DATA AGREEMENT. BLANK REGISTRATION FORMS CAN BE FOUND AT HTTP://WWW.DLIS.DLA.MIL/JCP, THEN UNDER FAQA. IT IS THE REQUESTERS RESPONSIBILITY TO ENSURE THAT THE ENTITY/INDIVIDUAL REQUESTING THE TDP IS PROPERLY REGISTERED. ONLY, REPEAT, ONLY THOSE REQUESTERS COMPLYING WILL BE ELIGIBLE TO RECEIVE THE TDP.

10. ACCELERATED DELIVERIES ARE ACCEPTABLE WITHOUT OBTAINING PCO APPROVAL; HOWEVER, THE GOVERNMENT WILL NOT INCUR ANY ADDITIONAL

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 4 of 63
	PIIN/SIIN W52P1J-06-R-0199	MOD/AMD	

Name of Offeror or Contractor:

EXPENSESS FOR ACCELERATED DELIVERIES.

11. REFERENCE IS MADE TO FAR 52.216-18, "ORDERING". FOR THE PURPOSE OF ORDERING UNDER THIS CONTRACT, THE ARMY SUSTAINMENT COMMAND IS THE ONLY DESIGNATED ORDERING ACTIVITY.

12. THIS EXECUTIVE SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION. PROVISIONS OF THE SOLICITATION AND TECHNICAL DATA SHALL PREVAIL OVER THIS EXECUTIVE SUMMARY.

\*\*\* END OF NARRATIVE A 0001 \*\*\*

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E</p> <p>FIRST ARTICLE WILL BE DELIVERED 300 DAYS AFTER ISSUANCE OF DELIVERY ORDER 0001. THE GOVERNMENT WILL DETERMINE WHETHER THE FAT, FOR EACH SUBSEQUENT DELIVERY ORDER WILL BE WAIVED. REFER TO SECTION E AND I FOR INSTRUCTIONS ON THE FIRST ARTICLE TEST.</p> <p>(End of narrative F001)</p>				
	<p><u>CDRLS - 1423</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>THE DATA REQUIRED BY THE DD 1423'S WILL BE DELIVERED PER THE DISTRIBUTION LIST ON THE ATTACHED CDRL'S.</p> <p>(End of narrative F001)</p>			\$ ** NSP **	\$ ** NSP **

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 63
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 9296865:19203 with revisions in effect as of 16 MAY 06(except as follows):

1. PERFORMANCE ORIENTED PACKAGING (POP): Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the Government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

2. HEAT TREATMENT OF WOOD PACKAGING MATERIALS: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

3. COMPREHENSIVE PROCUREMENT GUIDE LINE (CPG): Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <<http://www.epa.gov/cpg/>>. Packaging materials must either meet or exceed the CPG unless otherwise specified.

4. ADD DISTRIBUTION STATEMENT A to all Packaging drawings and assoicated documents without Distribution.  
Document Cancelled Spec. Replacement  
7553321B MIL-STD-417 Use Modified Neoprene IAW ASTM-D-2000  
Formulated as follows:  
M2BC 510 A14 B14 C12 F17

5. TWO DIMENSIONAL BAR CODE: Two dimensional (2D) bar coding requirement is included in this solicitation. Given the fact that this is a new requirement, it is expected that further questions/issues may arise. Points of contact for

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 63
---------------------------	--	----------------------------

**Name of Offeror or Contractor:**

further information and assistance in regards to this process, hardware requirements, software requirements, and all other general questions is the DoD Logistics Automatic Identification Technology (AIT) Office, Ft. Belvoir, VA, Email: LOIA-LS@hqda.army.mil or Fax (703)805-4959

6. MIL-STD-129 ODS CLARIFICATION: MIL-STD-129, Marking for Shipment and Storage references two specifications that are included on the Class I Ozone Depleting Substance (CIODS) list, MIL-C-53039 (Coating, Aliphatic Polyurethane, Single Component, Chemical Agent Resistant) and MIL-C-46168 (Coating, Aliphatic Polyurethane, Chemical Agent Resistant). In order to satisfy the mandate to minimize the use of CIODSs MIL-DTL-53039B, replacement for MIL-C-53039, entitled Coating, Aliphatic Polyurethane, Single Component, Chemical Agent Resistant dated 08 June 1995 and MIL-DTL-64159, replacement for MIL-C-46168, entitled Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant, dated 30 January 2002, shall be used to meet the requirements of paragraphs 5.1.1.2 and 5.1.1.3.

DWG# 8799925 NOTE 3 In (MIL-L-16355) Delete Spec MIL-STD-109 Replace with ASQ A8402.

DWG'S 9296867 & 9296878 NOTE 3 Delete spec TT-C-2114 and use Alternate material acceptable.

DWG'S 9335590 & 9335591 NOTE 2 Delete spec QQ-T-425 Replace with ASTM A624-90.

PL9349653 Remove P/N 9349837 Replace with 9349653, Test Cap Blasting Non-electric For M142 F. D.  
ALL REMAINING PRODUCT DRAWING & ASSOCIATED LIST WITHOUT DISTRIBUTION ADD DISTRIBUTION A.

Drawing Number 8799925 Primer, Percussion M42 Assembly will remain Distribution Statement D.

DWG# 9342680 NOTE 4 NAVAGARD SHOULD BE NOVAGARD.

8. DISCREPANCY: Notice 3  
All inspection drawings and documents without Distribution Add Distribution Statement A.  
Inspection equipment shall be submitted through AIE in accordance with the contract.

(End of statement of work)

(CS6100)

C-2      52.247-4503      STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS      MAR/2004  
LOCAL

Supplies procured under this contract are identified as SENSITIVE CATEGORY III requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCNUS procurements.

(End of statement of work)

(CS6101)



CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 9 of 63
Name of Offeror or Contractor:		

C-3 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR NOV/2005  
LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

[ttp://aeps.ria.army.mil/aepspublic.cfm](http://aeps.ria.army.mil/aepspublic.cfm)

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)  
Supervisor Name  
Supervisor E-Mail  
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426  
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:  
<http://aeps.ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 10 of 63</b></p>
--	--	---

**Name of Offeror or Contractor:**

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 11 of 63
Name of Offeror or Contractor:		

(End of statement of work)

(CS7200)

C-4 52.246-4536 STATEMENT OF WORK - 2-D BAR CODING VERIFICATION JUL/2005  
LOCAL

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-5 52.246-4562 PHOSPHATE COATING REQUIREMENT (LIGHT) OCT/2005  
LOCAL

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification TT-C-490.

a. Paragraph 3.2.1 of TT-C-490 refers to "Procedure approval." The written procedure, along with the panel submission requirements of paragraph 3.2.2, shall be sent to the designated contracting officer. The procedure shall include product names and manufacturers of all chemicals/materials to be used. All processes, equipment, and controls, along with the testing and test frequencies used for phosphating including the application of supplemental finishes.

b. Paragraph 3.2.2 of TT-C-490 refers to "Preproduction validation panels." For parts requiring epoxy primer and urethane/epoxy topcoat finishes (CARC paint system), the preproduction panels shall include three phosphated only, three panels with phosphate and epoxy primer and three panels with phosphate, primer and topcoat. For parts requiring topcoat only (ammunition items), the preproduction panels shall include three phosphated only and three panels with phosphate and paint.

(End of clause)

(CS7500)

C-6 52.248-4502 CONFIGURATION MANAGEMENT DOCUMENTATION MAY/2001  
LOCAL

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 12 of 63</b>
<b>Name of Offeror or Contractor:</b>		

Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 13 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

- (a) Packaging shall be in accordance with 9311138 revision C, dated 27 JUN 2000.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9311138, Revision C, dated 27 June 2000. 2-D Barcode markings are required in accordance with 8796522, Revision BL, dated 1 May 2003.

5. EXCEPTION:  
The following shall apply to drawing 9311138, Revision C, dated 27 June 2000:  
Engineering Exceptions found on Section C apply.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING:  
Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK-81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING:  
Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK-81059 applies.  
PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided in this contract). Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification. Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. ECP R3K3015 applies to MIL-B-2427.  
ECP R05K2039 applies to the metallic seal 8794342, revision AE.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/128F dated May 1981 & 19-48-4116, Revision 9, dated August 2005. Marking shall be in accordance with ACV00561, Revision D, dated 7 October 2005. 2-D Barcode markings are required.  
Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page</b> 14 <b>of</b> 63
<b>Name of Offeror or Contractor:</b>		

(DS6204)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 15 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

(a) The first article sample shall consist of 25 complete sets of parts and subassemblies (i.e. 25 each of every component and subassembly) 5 plastic parts from each cavity and 150 complete assemblies with M42 Primer which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 16 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSJM-CDR.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-4550	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

- (b) The Contractor shall comply with:
- (X) ISO 9001-2000; only design/development exclusions permitted
  - ( ) ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-6	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
Part I General Statistical Process Control Requirements			

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 17 of 63</b></p>
--	--	---

**Name of Offeror or Contractor:**

shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

- (c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.
- (d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.
- (e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.
- (f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.
- (g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.
- (h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:
- (1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.
  - (2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.
  - (3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).
- (i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:
- (1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 18 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(l) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure:

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

1.4 SPC Training:

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls:

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use:

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 19 of 63</b></p>
--	--	---

**Name of Offeror or Contractor:**

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

**1.7 Process Stability and Capability:**

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

**1.8 Control Chart Policy:**

a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R  $\bar{x}$  bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

**1.9 Vendor/Subcontractor Purchase Controls:**

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

**1.10 SPC Audit System:**

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

**1.11 SPC Records:**

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

**2.0 Detailed Plan:**

This section shall detail specific manufacturing process/operation parameters under control.

**2.1 Control of Process/Operation Parameters or Characteristics:**

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 20 of 63</b></p>
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**Name of Offeror or Contractor:**

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-8	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: right;"><b>Page 21 of 63</b></p>
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**Name of Offeror or Contractor:**

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-9	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 22 of 63</b>
<b>Name of Offeror or Contractor:</b>		

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
- (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
- (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 23 of 63</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
F-9	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

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(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_(carload, truckload, less-load,  
 \_\_\_\_\_wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-10	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,  
 Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_(length), \_\_\_\_\_x \_\_\_\_\_(width), \_\_\_\_\_x \_\_\_\_\_(height), \_\_\_\_\_ Cubic Ft;

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 24 of 63</b>
<b>Name of Offeror or Contractor:</b>		

- (iv) Number of items per container: \_\_\_\_\_ Each;
- (v) Gross Weight of container and contents \_\_\_\_\_ Lbs;
- (vi) Palletized/skidded   X   Yes        No,
- (vii) Number of containers per pallet/skid \_\_\_\_\_ ;
- (viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;
- (ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_
- (x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*
- Size of railcar \_\_\_\_\_
- Type of railcar \_\_\_\_\_
- (xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ \*
- Size of trailer \_\_\_\_\_ Ft
- Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation \_\_\_\_\_ ;
- (ii) Tender/Tariff \_\_\_\_\_ ;
- (iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-11            52.211-16            VARIATION IN QUANTITY            APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

- \_\_\_\_\_ percent increase - none
- \_\_\_\_\_ percent decrease - none

(End of clause)

(FF7021)

F-12            52.247-4504            TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR            MAR/2004



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 25 of 63</b>
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**Name of Offeror or Contractor:**

LOCAL                      SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-13                      52.247-4531                      COGNIZANT TRANSPORTATION OFFICER                      MAY/1993  
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-14                      52.247-4551                      SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)                      FEB/1996  
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 26 of 63</b>
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**Name of Offeror or Contractor:**

American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7007)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 27 of 63</b>
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

\*\*\*  
(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")      ACT

\*\*\*  
(End of clause)

(HA8704)

H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material      Identification NO.

(If none, insert NONE)

\*\*\*  
(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 28 of 63</b>
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**Name of Offeror or Contractor:**

U.S. Army Field Support Command (AFSC)  
ATTN: AMSFS-SF  
Rock Island, IL 61299-6000

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: SJMFS-TD  
Rock Island, IL 61299-6000

Commander  
U.S. Army Joint Munitions Command (JMC)  
ATTN: AMSJM-CCA-M  
Rock Island, IL 61299-6000

Commander  
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)  
ATTN: AMSTA-AR-WEP-RP  
Rock Island, IL 61299-7630

(End of clause)

(HF6011)

H-4 252.211-7003 ITEM IDENTIFICATION AND VALUATION  
DFARS

JUN/2005

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

**Name of Offeror or Contractor:**

(2) For cost-type or undefinitized line, subtitle, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subtitle, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 30 of 63
Name of Offeror or Contractor:		

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0199      <b>MOD/AMD</b></p>	<p align="right"><b>Page 31 of 63</b></p>
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**Name of Offeror or Contractor:**

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-5                      52.225-4503                      RESTRICTION OF CRITICAL ITEMS AND COMPONENTS

LOCAL

FEB/1993

(a) The items and components listed in paragraphs (b) and (c) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(b) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for commercial use.

M142 Firing Device - 100% Small Business Set-Aside

(c) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

Primer Percussion M42  
Explosive Content PA-101

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 32 of 63
Name of Offeror or Contractor:		

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

(d) The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(e) The Contractor will insert the substance of this clause, including this paragraph (e), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of clause)

(HS6306)

H-6	52.242-4508	PROGRESS PAYMENT LIMITATION	MAR/1988
	LOCAL		

Prior to first article approval, only costs incurred for the first article or those authorized in writing by the contracting officer are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of clause)

(HS6009)

H-7	52.246-4557	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
	LOCAL		

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office  
  
Janet.Batson@us.army.mil
2. Production Management  
  
Jerry.D.Cuppy@us.army.mil

(End of clause)

(HS6025)

H-8	52.242-4591	CONTRACTOR PERFORMANCE INFORMATION	DEC/2005
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The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 33 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-9      52.247-4545      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION      MAY/1993  
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 34 of 63
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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-22	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-23	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-31	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-32	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-33	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-34	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-38	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-47	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-50	52.243-4	CHANGES	AUG/1987
I-51	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-52	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-53	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 35 of 63
	PIIN/SIIN W52P1J-06-R-0199	MOD/AMD	
Name of Offeror or Contractor:			

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-54	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB/2006
I-55	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-56	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-57	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-58	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-59	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
	DFARS		
I-60	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
	DFARS		
I-61	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-62	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-63	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
	DFARS		
I-64	252.204-7004	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
	DFARS		
I-65	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
	DFARS		
I-66	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
	DFARS		
I-67	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-68	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
	DFARS		
I-69	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-70	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
	DFARS		
I-71	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-72	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
	DFARS		
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
	DFARS		
I-74	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
	DFARS		
I-75	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-76	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
	DFARS		
I-77	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
	DFARS		
I-78	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
	DFARS		
I-79	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-80	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
I-81	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
	DFARS		
I-82	52.248-1	VALUE ENGINEERING	FEB/2000

\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 36 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-83      52.216-18      ORDERING      OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued anytime up to 5 years after date of award of contract.

\*\*\*

(End of clause)

(IF6088)

I-84      52.216-19      ORDER LIMITATIONS      OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1,000 units the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor any quantities in excess of the maximum quantity as shown on the price matrix for any pricing period. The maximum quantities are as follows:

Ordering Period 1: 300,000 each  
Ordering Period 2: 200,000 each  
Ordering Period 3: 200,000 each  
Ordering Period 4: 200,000 each  
Ordering Period 5: 200,000 each

(1) Any order for a single item in excess of the maximum quantity.

(2) Any order for a combination of items in excess of the Government maximum or

(3) A series of orders from the same ordering office within a calendar year that call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-85      52.216-22      INDEFINITE QUANTITY      OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0199      <b>MOD/AMD</b></p>	<p align="right"><b>Page 37 of 63</b></p>
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**Name of Offeror or Contractor:**

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 Dec 2012.  
(End of clause)

(IF6097)

I-86                      52.223-3                      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA                      JAN/1997  
\*\*\*

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL  
(If none, insert "None")                      IDENTIFICATION NO.

\*\*\*  
(End of clause)

(IF6350)

I-87                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

(a) Definitions."Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 38 of 63</b>
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**Name of Offeror or Contractor:**

conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within fifteen (15) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-88                      52.246-17                      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE                      JUN/2003

\*\*\*  
(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 DAYS after acceptance.

\*\*\*  
(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defects.

\*\*\*  
(End of clause)

(IF6070)

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0199      <b>MOD/AMD</b></p>	<p align="center"><b>Page 39 of 63</b></p>
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**Name of Offeror or Contractor:**

I-89	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
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DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
Firing Demice, DEMO M142	1375-01-040-1526	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-90	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	SEP/1989
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(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF7018)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 40 of 63
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**Name of Offeror or Contractor:**

I-91                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001  
\*\*\*

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

(End of clause)

(IF7098)

I-92                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      SEP/2006  
(a) Definitions. As used in this clause

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. .

(End of clause)

(IF7045)

I-93                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 41 of 63</b>
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**Name of Offeror or Contractor:**

deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-94	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
	DFARS		

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmamilitary.com/20/guidebook\\_process.htm](http://guidebook.dcmamilitary.com/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> W52P1J-06-R-0199      <b>MOD/AMD</b></p>	<p><b>Page 42 of 63</b></p>
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**Name of Offeror or Contractor:**

I-95      252.225-7001      BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM      JUN/2005  
DFARS

(a) Definitions. As used in this clause-

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(8) United States means the 50 states, the District of Columbia, and outlying areas.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act's Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

(IA7732)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 43 of 63
Name of Offeror or Contractor:		

I-96            252.243-7002            REQUESTS FOR EQUITABLE ADJUSTMENT            MAR/1998  
                  DFARS

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
 (Official's Name)

\_\_\_\_\_  
 (Title)

\*\*\*

(End of clause)

(IA7035)

I-97            252.244-7000            SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD            NOV/2005  
                  DFARS            CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-98            52.201-4500            AUTHORITY OF GOVERNMENT REPRESENTATIVE            FEB/1993  
                  LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CDRLS (1423S) CONTRACT DATA REQUIREMENTS LIST		006	
Attachment 001	PRICING MATRIX		001	
Attachment 002	DOCUMENT SUMMARY LIST		003	
Attachment 003	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 004	DATA DELIVERY DESCRIPTION - ECPS		009	
Attachment 005	DATA DELIVERY DESCRIPTION - RFD		004	
Attachment 006	DATA DELIVERY DESCRIPTION - NOR		002	
Attachment 007	LIST OF ADDRESSES		001	
Attachment 008	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 009	GUIDANCE ON DOCUMENTATION OF CDRLS		002	
Attachment 010	HAZARDOUS WARNING LABEL		001	
Attachment 011	FORM 715-4, LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE		001	
Attachment 012	FORM 715-3, DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM		001	
Attachment 013	SECURITY STATEMENT OF WORK		003	
Attachment 014	DISCLOSURE OF LOBBYING ACTIVITIES		003	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 45 of 63</b>
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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.			
(2) The small business size standard is 1,500 employees.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.			
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:			
[ ] (i) Paragraph (c) applies.			
[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.			
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.			

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

Name of Offeror or Contractor:

K-3

52.207-4

ECONOMIC PURCHASE QUANTITY-SUPPLIES

MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-4

52.230-1

COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 47 of 63</b>
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**Name of Offeror or Contractor:** \_\_\_\_\_

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. Cost Accounting Standards-Eligibility for Modified Contract Coverage**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. Additional Cost Accounting Standards Applicable to Existing Contracts**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 48 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

(KF7190)

K-5                      52.230-7                      PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES                      APR/2005  
The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

- ☐ Yes
- ☐ No

If the offeror checked "Yes" above, the offeror shall-

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
  - (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.
- (End of provision)

(KF7192)

K-6                      252.225-7000                      BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      JUN/2005  
DFARS

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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(End of provision)

(KA7702)



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 49 of 63</b>
<b>Name of Offeror or Contractor:</b>		

K-7      252.247-7022      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA      AUG/1992

DFARS

(a)    The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract.    The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b)    Representation.    The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c)    Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.    If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 50 of 63</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-7	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005

L-8      52.211-14      NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE      SEP/1990  
Any contract awarded as a result of this solicitation will be a D0 A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a FIRM FIXED PRICE CONTRACT resulting from this solicitation.			
(End of provision)			

(LF6008)

L-10	52.233-2	SERVICE OF PROTEST	SEP/2006
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Mark E. Haldeman, Procuring Contracting Officer.			

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-11	52.211-4510 AMC	PARTNERING	AUG/2001
(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.			

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<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p>PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p><b>Page 51 of 63</b></p>
----------------------------------	--	-----------------------------

**Name of Offeror or Contractor:**

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

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(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be:

Mark E. Haldeman, Procuring Contracting Officer  
Janet T. Batson, Contract Specialist

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(End of provision)

(LM6100)

L-12	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 52 of 63</b>
<b>Name of Offeror or Contractor:</b>		

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-13                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984  
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-14                      AMC                      AMC-LEVEL PROTEST PROGRAM                      MAR/2006  
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:  
HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:  
  
[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)  
  
If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-15                      52.212-4501                      ELECTRONIC AWARD NOTICE                      APR/2001  
(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.  
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 53 of 63</b>
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**Name of Offeror or Contractor:**

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

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Vendors Electronic Mail Address: \_\_\_\_\_

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(End of provision)

(LS7100)

L-16	52.214-4584	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS	NOV/2005
	LOCAL		

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-17	52.215-4578	COST DATA BREAKDOWN	OCT/1997
	LOCAL		

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-18	52.215-4579	INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION	MAY/2002
	LOCAL	OTHER THAN COST OR PRICING DATA	

(a) Cost or pricing data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 Alternate I along with your proposal.

(b) The cost or pricing data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 54 of 63
Name of Offeror or Contractor:		

(c) (1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5 floppy disks, ZIP drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using PK Zip or WinZip, to expedite upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ MS Excel, or compatible software, you need not submit digital media.

(End of provision)

(LS7014)

L-19                      52.215-4583                      DISCLOSURE OF UNIT PRICES                      FEB/2004  
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-20                      52.222-1100                      10 U.S.C. 4543 PILOT PROGRAM                      FEB/2003  
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JCMC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Watervliet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-06-R-0199 MOD/AMD	Page 55 of 63
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**Name of Offeror or Contractor:**

(End of provision)

(LS7010)

L-21            52.230-4577            DISCLOSURE STATEMENT FORM            SEP/1995  
LOCAL

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of provision)

(LS7011)

L-22            52.247-4574            F.O.B. POINT (RFPs)            SEP/1995  
LOCAL

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

**I. Instructions and Conditions, for submission of Proposals**

VOLUME	TITLE	NO. OF COPIES REQUIRED (in addition to Original)	PAGE LIMIT
I	TECHNICAL (Manufacturing Plan, Quality Plan, & Management Plan)	One CD-ROM and seven paper copies with proposal submission.	50
II	PAST PERFORMANCE (Quality and On-Time Performance)	One CD-ROM and five paper copies with proposal submission	15
III	PRICE	1 CD ROM and 2 paper copies and with proposal submission	N/A

A. Executed signed copies of the Request for Proposal (RFP) and all amendments, the Technical, Past Performance and Price Volumes are to be forwarded to the following address:

U.S. Army Field Support Command  
Ammunition Contracting Team  
ATTN: AMSAS-ACA-M/Janet Batson  
BLDG 350 6TH FLOOR  
Rock Island, IL 61299-6500

**II. Preparation for the Technical Approach and Past Performance:**

A. The offerors Technical Approach Volume, Past Performance Volume and Price Volume will be submitted as completely separate volumes and separate from the executed RFP. Information intended for the Government to consider, specific to each volume, shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the applicable volume

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 56 of 63</b>
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**Name of Offeror or Contractor:**

could result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.

B. The maximum total pages for all Best Value information are 65 pages as defined below. A page is defined as a single sided, 8 1/2 x 11 inch sheet, single line spacing with no less than 10 point font. Foldout pages may be used and shall fold entirely within the volume, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text. Pages over the maximum total of 65 page limit will not be considered in the evaluation. The cover, title page, tables of contents, divider pages, and mandatory forms will not be counted against the maximum page limit. Any exception to this page and size limit is set forth as follows:

For the Technical Approach, the offeror's proposal shall be limited to no more than 50 pages. The offeror may divide the page count between the Technical Approach Sub-factors, as deemed appropriate, without exceeding the total page limit of 50 pages. This page limit does not include the General Quality Manual required in the sub-factor for the Quality Plan.

For Past Performance, the offeror's proposal shall be limited to no more than 15 pages. The offeror may divide the page count between the Past Performance Sub-factors, as deemed appropriate, without exceeding the total page limit of 15 pages.

C. Each offeror shall prepare its proposal following the format specified in this section.

**III. Specific Instruction by Volume/Items to be submitted:**

The offeror must provide information in sufficient detail to allow the Government to make a Best Value assessment of the Offerors Technical Approach, Past Performance and Price. In order for the offerors proposal to be acceptable, it must reflect a complete understanding of the RFP/TDP and demonstrate the technical capability to perform the overall effort in accordance with the critical quality requirements. An index shall be included in each volume with a narrative title cross-referenced to the applicable paragraphs of each section. Discussion text shall be identified by the same title used in the index.

The offeror shall submit the Technical Approach, Past Performance Approach, and Price addressing the factors listed below:

1. The Technical Approach (Factor) consists of three sub-factors - Manufacturing Plan, Quality Plan, and Management Plan:

**A. Manufacturing Plan (Sub-factor):**

The offeror shall provide a description of the Manufacturing Plan proposed for the production of the M142 Firing Device. This description will demonstrate the offeror's level of understanding of and compliance with the technical data package (drawings and specifications) and the requirements of the RFP. The plan must be realistic, achievable, and supportable. The burden of proving complete and thorough information, to address the elements below, remains with the offeror. Proposals that do not contain the information requested in this paragraph risk being determined unacceptable by the Government. Proposals will address, as a minimum, the following:

The offeror shall describe the manufacture of the components used in this solicitation and relevant information regarding an offeror's ability to perform the tasks described under the terms and conditions of the RFP/TDP. The offeror's ability to manufacture the precision components and assemblies of the M142 Firing Device will be rated on an understanding of the technical requirements of the Government drawings and a demonstrated capability in manufacturing and assembling precision metal and molded polyurethane parts, as well as primer assemblies for military munitions. Provide a description of the proposed manufacturing process/plan, including facilities, equipment and tooling, which will be used to meet the required delivery schedule and also a possible increase in quantity.

The offeror shall provide information as to whether the process/part is manufactured in-house or procured from a sub-contractor/vendor. For each part: define all work to be accomplished by a sub-contractor and provide the name of the proposed sub-contractor.

The offeror shall discuss their structured Manufacturing Process Control System designed to prevent non-conformances and reduce variation in processes affecting performance, reliability, safety, or other key product characteristics. This element may also include a summary of on-going process improvement activities and plans to remedy shortfalls in processes or equipment.

The offeror shall provide a plan showing that the proposed raw materials and purchased parts will be available in the quantities necessary to support contract delivery requirements.

The offeror shall show that there are adequate controls to account for and provide traceability of components during the production process, temporary storage, and interplant shipment.



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 57 of 63</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

**B. Quality Plan (Sub-Factor):**

The offeror shall provide a detailed discussion of the proposed approach for the performance of Quality Assurance that meets the requirements defined in Section E (Inspection and Acceptance) of the solicitation and the requirements of the specifications. The offeror shall provide a detailed discussion of the offerors proposed Quality System through the submission of the offerors Quality System Plan. The Offerors Quality plan shall include, as a minimum:

The offeror shall provide a copy of their Quality Manual and any certifications to ISO 9001:2000 (The Quality Manual will NOT count towards the total page limit). This shall include a description of the offerors quality program and show how it meets the requirements of ISO 9001:2000. In the event the offeror proposes the use of a quality system other than that specified by ISO 9001:2000, the offeror should describe the degree to which the proposed system is equivalent to and in compliance with ISO 9001:2000.

The offeror shall describe their inspection and test plan for the M142 Firing Device to identify adverse trends, reliably detect and segregate non-conforming product, reduce variation, provide for continuous improvement and prevent the production of non-conforming materials.

The offeror shall describe the procedures for the handling of defective material, rework and repair parts of the M142 both in-house and at subcontractors facilities.

The offeror shall describe the process by which the quality system's requirements will be flowed down to subcontractors. The offeror shall also describe their internal quality audit program and the methodology by which the company measures it's own and its subcontractors' compliance with the quality system.

The offeror shall provide a description of the M142 in process and final acceptance criteria. The offeror should include their proposed inspection and test equipment and plan for examination and acceptance of components, subassemblies and final assemblies of the M142 in accordance with the item specification and MIL-STD-1916. The offeror shall describe where the inspection points are positioned on the proposed manufacturing line.

The offeror shall provide a description of the calibration system, to include measure and test equipment, and the standards it adheres to. The offeror shall describe the proposed program and procedures for inspection, prevention and control of critical defects and the accuracy and reliability of the associated inspection equipment. Verification Level VII requirements of MIL-STD-1916 are addressed to include critical characteristics for any applicable non-destructive testing method. A description of the process control points on the proposed production line for each major component ( LAP of the firing device, explosive coupler, fastening devices)

**C. Management Plan (Sub-Factor):**

The offeror shall provide a detailed discussion of the proposed Management Plan and shall provide as a minimum:

The offeror shall describe the proposed time-phased Management Plan showing significant events, milestones, manpower, resource allocation and the interdependencies of all tasks and milestones.

The plan shall describe how the offeror intends to utilize management tools such as critical path planning, risk management, performance and other methods to produce quality hardware that will achieve the performance requirements and handle delays and other possible issues.

The offeror shall provide an overall schedule and timeline for all manufacturing and test activities to include the programs critical related paths and how the schedule will be adjusted based on adverse program events.

The offeror shall present a description of the process for development, qualification and insertion of new technology, product, or process improvement. Identify resources required to successfully support this process.

The offeror shall describe the proposed organizational structure. The offeror shall address each functional area to include responsibilities, accountability, coordination, communication, and delegation.

The offeror shall address the Configuration Management System and describe the chain of command for evaluation and approval of Engineering changes and request for deviations.

**2. Past Performance (Factor) consists of On-Time Delivery and Quality:**

The offeror must submit a list of all contracts: Government, commercial and Foreign Military Sales (FMS) that meet the criteria of the definition for Recent and Relevant. For the purpose of submitting proposals, recent is defined as occurring within the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 58 of 63</b>
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**Name of Offeror or Contractor:**

past three years before the solicitations initial closing date. Relevant is defined as having previously produced same or similar items. Like or similar items are defined as items that have been produced utilizing the same manufacturing processes, essential skills, and unique techniques needed to produce the required assemblies. Offerors shall provide a brief narrative explanation of how/why they believe their past performance is relevant; however, the Government reserves the right to determine whether an item is the same or similar. The offeror shall provide a description of relevant Government and private contracts received and performed during the past three (3) years prior to the initial closing of this solicitation. Government contracts are defined as those with the Federal, State, and Local Governments. Other sources, available to the Government other than those listed in the offerors proposal may be used to gather and evaluate sub-factors. Sources, such as, but not limited to, data gathered via the PPIMs or CPARs systems, contracting and pre-award offices at other supporting commands, past customers and previous contracting officials will be used to gather information. For purposes of past performance evaluation, the offeror shall include information regarding predecessor companies, key personnel who have relevant past performance, or subcontractors that will perform major or critical aspects of the requirement. The offeror must provide the following information regarding Past Performance:

- (1) Name of contracting activity/commercial firm
- (2) Contract Number
- (3) Contract type (Fixed Price, Cost Reimbursable, etc.)
- (4) Total Contract Value
- (5) Description of Work/NSN, part number, Nomenclature
- (6) Contracting Officer/Contract Manager and Telephone Number and email addresses
- (7) Administrative contracting officer
- (8) The offeror shall provide information on problems encountered on contracts requested in subparagraphs (A) and (B) below.

**A. On-Time Delivery (Sub-Factor):**

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offerors must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be-made during the period of recent past performance. Include all supporting information for verification purposes concerning all of these covered deliveries, even though this supporting information may proceed the period defined as recent above. For verification purposes, the offeror shall provide a point of contact/name, email address, phone number, contract number and dollar value of recent, relevant contracts. The offeror shall compare the contract delivery schedule to the actual deliveries to determine whether deliveries were made on time and whether there were any slippages. If so, the offeror shall include the reasons for those slippages, whether a revised delivery was incorporated and offerors corrections. If there was an early delivery, the offeror shall state whether the purchasing officer or Contracting Officer requested it or not.

**B. Quality (Sub-Factor):**

Offerors shall provide information on their recent, relevant performance in the area of quality. The government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offeror must provide information as follows:

Information (the number and severity) about Requests for Waivers (RFWs) and Requests for Deviations (RFD) and if the RFW/RFD were followed by ECPs.

Records of First Article Test submissions on this or similar items.

Record of quality related issues and/or other product quality or quality programs related problems.

Summary of historical first-pass yield data, scrap reduction data, and results of past product/process improvement initiatives.

Summary of customer satisfaction data to include number and severity of related complaints and responsiveness to Product Quality Deficiency Reports (PQDRs).

Relevant historical percentage of production lots accepted at initial submission to the customer and record of quality related issues impacting on-time delivery of product.

Number of Corrective Action Requests (CARs) issued by the Government, customers or contractor (includes internally initiated) and adequacy of corrective and preventive actions taken in response to CARs.

**3. Price (Factor):**

1. Offerors shall provide their proposed unit prices for the quantities solicited in the Pricing Matrix, Attachment 01 of the

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 59 of 63</b></p>
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**Name of Offeror or Contractor:**

solicitation. Proposed unit prices are limited to two decimal places. The proposed unit prices shall be the prices used by the Government to calculate the evaluated total price and for issuance of delivery orders. Offerors must propose unit prices ranging from the Minimum Estimated Quantity through the Maximum Estimated Quantity for each pricing period identified in the Pricing Matrix. Failure to do so may result in the offer being rejected.

2. All prices for this acquisition shall be stated in current U.S. dollars. This shall also include escalation, as appropriate.

3. The pricing periods applicable to this contract are specified on the Pricing Matrix.

4. The proposal shall consist of:

a. Two electronic copies of the filled-out Pricing Matrix and two paper copies of the filled-out Pricing Matrix. The electronic copies of the filled-out Pricing Matrix shall be submitted on separate CD-ROM disks. The disks should be single-write CD ROMs to prevent accidental erasure or change of the data therein.

b. A listing of Government production and research property to be used if a use evaluation factor for the property is required by the Evaluation Procedures for Use of Government-Owned Production and Research Property provision (hereafter referred to as the provision) contained in Section M. For the purpose of identifying the kinds and quantities of property and the production period (the variable P as defined in the provision), the offeror shall base the list on the largest maximum estimated quantity identified in the Pricing Matrix. The offeror should ensure that the production period is based on one pricing period, not two or more pricing periods. The provision further requires that the listing shall be submitted on AMCCOM Form 71-R or equivalent. The offeror shall also provide this listing in electronic form using Microsoft Excel or a compatible program so that the Government can readily verify the offerors rental calculations. The Government reserves the right to make corrections as needed.

c. Any additional information considered necessary to explain the proposed pricing.

5. Instructions for completion of the Pricing Matrix:

a. All information to be filled in by the offeror is highlighted on the Pricing Matrix in blue.

b. The offeror shall enter its full name in the space provided.

c. The offeror shall enter the Range End Quantity for each range it proposes in the space provided for each of the five pricing periods. The spreadsheet will automatically calculate the Range Start Quantity based on the Range End Quantity the offeror enters for each range. Offerors are required to propose at least three ranges, and may propose up to a maximum of five (5) ranges. Proposals that do not offer at least three ranges or that fail in its proposed ranges to price all quantities (the minimum estimated quantity through the maximum estimated quantity as specified on the pricing matrix) for each pricing period may be rejected.

d. Offerors are required to state binding prices. The offeror shall enter unit prices for each range in the spaces provided. The spreadsheet will limit the display of the offered unit prices to two decimal places.

e. The offeror shall enter the total first article price for each of the pricing periods in the applicable shaded areas.

f. No other information is to be added to the Pricing Matrix, nor shall offerors make any changes to the Pricing Matrix.

g. In the event of a discrepancy in unit prices between the electronic and paper copies of the Pricing Matrix, the prices contained in the electronic copy shall prevail.

6. With respect to pricing, the proposal response is presumed to represent the offerors best effort to respond to the solicitation. Any significant inconsistency between promised performance and price should be explained in the offer. For example, if the use of new and innovative techniques has an impact on unit price, their impact on price should be explained by the offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposed pricing, that decision should be stated and quantified in the proposal. Any insignificant inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page 60 of 63</b>
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**Name of Offeror or Contractor:**

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-2	52.247-4588 LOCAL	TRANSPORTATION EVALUATION	JAN/1995

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at the date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

NMFC: 064300

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

UFC: 35610

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0199 <b>MOD/AMD</b>	<b>Page</b> 61 <b>of</b> 63
<b>Name of Offeror or Contractor:</b>		

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-3                    52.245-4519                    EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND                    AUG/2005  
LOCAL                    RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical, eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

[ ] Offer is predicated on use of Government property in offerors possession.

[ ] Offer is predicated on use of Government property in of offerors proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement:

Number and Date:

Cognizant Government Agency (including address):

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property f or use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

(d) To eliminate the competitive advantage resulting from the rent-free use of Government production and research property, an evaluation factor shall be added to each offer that is predicated on the use of the above detailed Government production and research property. For the purpose of calculating such an evaluation factor, the offeror shall compute the hours of use of such property in accordance with the definition of Rental time set forth in FAR 52.245-9 (a) (DEVIATION). The number of hours identified by the offeror is: hours\*.

\*Attach separate sheet(s) if multiple entries are necessary to capture all property items. Note: The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the number of hours identified above. If the bidder/offeror fails to specify the number of hours in the blank provided, the delivery schedule will be utilized to determine the number of hours (based on 40 hours per week).

(e) The Government shall compute the evaluation factor for the rent-free use of Government-owned production and research property in accordance with the formula contained in FAR 52.245-9 (DEVIATION).

(f) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(g) If Government production and research property is being used on other work under one or more existing contracts for which

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 62 of 63</b></p>
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**Name of Offeror or Contractor:**

use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in its bid offer if a pro-rata share is applicable for this procurement.

(h) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors:

- (1) Evaluation factors applied to prime contractors offers will be the same for both proposed prime contractors and subcontractors use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

A. A Best Value, Competitive (Restricted as a Small Business Set-Aside), Firm Fixed Price, Five Year Indefinite-Delivery/Indefinite Quantity (IDIQ) Contract with range pricing is contemplated for a single award.

The Technical Approach is significantly more important than either Past Performance or Price. Past Performance is slightly more important than Price. Price is the least important factor. The Sub-factors under each factor are of equal importance. All evaluation factors other than price, when combined, are significantly more important than price.

B. Evaluation Factors and Sub-factors:

- (1) Technical Approach (Factor)
  - a. Manufacturing Plan (Sub-factor)
  - b. Quality Plan (Sub-factor)
  - c. Management Plan (Sub-factor)
- (2) Past Performance (Factor)
  - a. On-Time Delivery (Sub-factor)
  - b. Quality (Sub-factor)
- (3) Price (Factor)

C. Award will be made to the offeror whose Technical Approach, Past Performance, and Price provides the best value to the Government. Therefore, the Government reserves the right not to award to the highest technically rated, or the lowest cost offeror, but will conduct a trade-off analysis and award to the offeror whose proposal represents the best value to the Government.

D. Price:

- 1. Government Property: The total use evaluation factor shall be calculated as required by the provision (contained elsewhere in this section) entitled "Evaluation Procedures for Use of Government-Owned Production and Research Property" (hereafter referred to as the "provision"). Instead of calculating a per unit use evaluation factor based on the formula "(TxRxPxS)/Q" as shown in the provision, the factor shall be calculated as "(TxRxPxS)". There is no need to calculate the "per unit" amount as the evaluated price is the total price, not the unit price. This result shall be entered by the Government in the spaces provided in the Calculation of Total Evaluated Price section of the Pricing Matrix. This amount will be entered for each pricing period. Therefore it is important that the offeror base his production period on one pricing period, not for the entire period of the contract. The Government reserves the right to review the offerors rental evaluation calculations for accuracy and compliance with the provision, and to make any changes necessary.
- 2. Price Analysis: Price analysis shall be used to determine (A) price reasonableness; and (B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0199      MOD/AMD</p>	<p style="text-align: center;"><b>Page 63 of 63</b></p>
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**Name of Offeror or Contractor:**

other Government agencies and personnel.

3. Unbalanced Pricing: As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between pricing periods, quantity ranges, contract line items or sub-line items as applicable. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

4. The total evaluated price will be derived from the Pricing Matrix. The total evaluated price is identified as Total Evaluated Price for All Years as shown at the bottom of the Pricing Matrix (this is highlighted in yellow). This price represents an average value that takes into consideration the unit prices offered for various quantities for all of the pricing periods. This price is based upon calculations performed on the five pricing periods using the offered prices applicable to various selected quantities called evaluation points. The following is provided to assist offerors in understanding how the Total Evaluated Price for All Years is calculated:

- a. The Pricing Matrix contains a table for the five pricing periods labeled Calculation of Total Evaluated Price that will be used to calculate the total evaluated price.
- b. The table contains a series of evaluation points highlighted in pink for each pricing period. For each evaluation point, Microsoft Excel will determine the applicable unit price using Excels Vertical Lookup (VLOOKUP) function, and then multiply the unit price by the evaluation point quantity to develop the total price for that evaluation point. In the event the offeror has entered unit prices to more than two decimal places in the Range Quantities and Unit Prices section, the program will automatically limit the unit prices to two decimal places.
- c. The program then determines the average of the individual quantities and total prices associated with each evaluation point quantity. These values are shown on the line labeled Average. These averages are based on the assumption that there is an equal probability of an award at any of the evaluation points.
- d. The following factors will be added to the average total price for each year to arrive at the total evaluated price for each year:
  - (1) FATR price as entered by the contractor in the Pricing Matrix.
  - (2) Government property use evaluation factor (if required) as previously discussed above.
  - (3) Transportation evaluation factor (if required elsewhere in Section M). The transportation factor will be calculated based on the transportation evaluation provisions contained elsewhere in Section M. The transportation factor will be calculated based on the average evaluation quantity point as shown in the Pricing Matrix and the Government shall enter the transportation evaluation factor in the shaded space provided.
  - (4) Any other price related evaluation factors contained in Section M
- e. The program will then add the total evaluated price for each year to arrive at the total evaluated price for all years. This is the amount that will be used for the purpose of selecting the apparently successful offeror from a pricing standpoint. If this solicitation contains the clause at FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, the HUBZone factor set forth therein will be applied as required to the total evaluated price for all years.

\*\*\* END OF NARRATIVE M 0001 \*\*\*

**PIIN/SIIN** W52P1J-06-R-0199

**MOD/AMD**

**ATT/EXH ID** Attachment 002

**PAGE** 1